Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
				configurations to a line splitting configuration using the same unbundled elements utilized in the pre-existing platform arrangement may do so consistent with such implementation schedules, terms, conditions and guidelines as are agreed upon for such migrations in the ongoing DSL Collaborative in the State of New York, NY PSC Case 00-C-0127, allowing for local jurisdictional and OSS differences.	
III-10-B-1	*Must all aspects of the operational support delivered to AT&T in support of line sharing and line splitting arrangements with Verizon [] be at no less than parity as compared to the support provided when Verizon engages in line sharing with its own retail operation, with an affiliated carrier, or with unaffiliated carriers in reasonably similar equipment configurations?*	*See AT&T Contract Language For III.10.A.*	***See AT&T Rationale For III.10.A***	***11.2.17*** *Line Sharing. To the extent required by Applicable Law, Verizon shall provide Line Sharing to AT&T for AT&T's provision of ADSL (in accordance with T1.413), Splitterless ADSL (in accordance with T1.419), RADSL (in accordance with TR # 59), MVL (a proprietary technology), or any other xDSL technology that is presumed to be acceptable for shared line deployment in accordance with FCC rules, on the terms and conditions set forth herein. In order for a Loop to be eligible for Line Sharing, the following conditions must be satisfied for the duration of the Line Sharing arrangement: (i) the Loop must consist of a copper loop compatible with an xDSL service that is presumed to be acceptable for shared-line deployment in accordance with FCC rules; (ii) Verizon must be providing simultaneous circuit-switched analog voice grade service to the Customer served by the Loop in question; (iii) the Verizon Customer's dial tone must originate from a Verizon End Office Switch in the Wire Center where the Line Sharing arrangement is being requested; and (iv) the xDSL technology to be deployed by AT&T on that Loop must not significantly degrade the performance of other services provided on that Loop.* ***11.2.17.1*** *Verizon shall make Line*	Verizon believes any disputed operation issue associated with loop qualification or line splitting should be dismissed from this arbitration. In the *Line Sharing Reconsideration Order*, the Commission urged ILECs and CLECs to work together to develop processes and systems to support the complex line splitting arrangements and the associated OSS work for line splitting, including loop qualification issues. Verizon has been doing just that by working with CLECs-including AT&T and WorldCom-- in the New York DSL Collaborative monitored by the New York Commission in Case 00-C-0127 ("New York Collaborative") to finalize the details associated with ordering, provisioning and billing when a CLEC wants to provide line splitting. All issues disputed between Verizon and AT&T relating to line splitting, including loop qualification, are being addressed in that collaborative, and Verizon's contract language incorporates the results of that collaborative by reference. AT&T should

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
				*Sharing available to AT&T at the rates set forth in Exhibit A. In addition to the recurring and nonrecurring charges shown in Exhibit A for Line Sharing itself, the following rates shown in Exhibit A and in Verizon's applicable Tariffs are among those that may apply to a Line Sharing arrangement: (i) prequalification charges to determine whether a Loop is xDSL compatible (i.e., compatible with an xDSL service that is presumed to be acceptable for shared-line deployment in accordance with FCC rules); (ii) engineering query charges, engineering work order charges, or Loop conditioning (Digital Designed Loop) charges; (iii) charges associated with Collocation activities requested by AT&T and not covered by Exhibit A; and (iv) misdirected dispatch charges, charges for installation or repair, manual intervention surcharges, and trouble isolation charges.**11.2.17.2** The following ordering procedures shall apply to Line Sharing:* *(i) To determine whether a Loop qualifies for Line Sharing, the Loop must first be prequalified to determine if it is xDSL compatible. AT&T must utilize the mechanized or manual Loop qualification processes described in the terms applicable to Digital Designed Loops, as referenced in paragraph (v) below, to make this determination.* *(ii) AT&T shall place orders for Line Sharing by delivering to Verizon a valid electronic transmittal service order or other mutually agreed upon type of service order. Such service order shall be provided in accordance with industry format and specifications or such format*	not be allowed to circumvent the Commission's recommended forum for addressing these issues through arbitration.

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
				and specifications as may be agreed to by the Parties. *(iii) If the Loop is prequalified by AT&T through the Loop prequalification database, and if a positive response is received and followed by receipt of AT&T's valid, accurate and pre-qualified service order for Line Sharing, Verizon will return an LSR Confirmation within twenty-four (24) hours (weekends and holidays excluded) for LSRs with less than six (6) loops and within 72 hours (weekends and holidays excluded) for LSRs with six (6) or more loops, unless a different interval is ordered by the Commission.* *(iv) If the Loop requires qualification manually or through an Engineering Query, three (3) additional business days will generally be required to obtain Loop qualification results before an LSR Confirmation can be returned following receipt of AT&T's valid, accurate request. Verizon may require additional time to complete the Engineering Query where there are poor record conditions, spikes in demand, or other unforeseen events, unless such additional time is not permitted pursuant to an effective Commission order.* *(v) If conditioning is required to make a Loop capable of supporting Line Sharing and AT&T orders such conditioning, then Verizon shall provide such conditioning in accordance with the terms of this Agreement pertaining to Digital Designed Loops; provided, however, that Verizon shall not be obligated to provide Loop conditioning if Verizon establishes that such conditioning is likely to degrade significantly the voice-grade service being provided to Verizon's*	

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
				Customers over such Loops. *(vi) The standard Loop provisioning and installation process will be initiated for the Line Sharing arrangement only once the requested engineering and conditioning tasks have been completed on the Loop. Scheduling changes and charges associated with order cancellations after conditioning work has been initiated are addressed in the terms pertaining to Digital Designed Loops, as referenced in paragraph (v) above. Except as otherwise required by Applicable Law, the standard provisioning interval for Line Sharing shall be three (3) business days. In no event shall the Line Sharing interval applied to AT&T be longer than the interval applied to any affiliate of Verizon. Line Sharing arrangements that require pair swaps or line and station transfers in order to free up facilities will have a provisioning interval of not less than six (6) business days.* *(vii) AT&T must provide all required Collocation, CFA, SBN and NC/NCI information when a Line Sharing Arrangement is ordered. Collocation augments required, either at the POT Bay, Collocation node, or for splitter placement must be ordered using standard collocation applications and procedures, unless otherwise agreed to by the Parties or specified in this Agreement.* *(viii) The Parties recognize that Line Sharing is an offering that requires both Parties to make reasonable efforts to coordinate their respective roles in the roll out of Line Sharing in order to minimize provisioning problems*	

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
				and facility issues. AT&T will provide reasonable, timely, and accurate forecasts of its Line Sharing requirements, including splitter placement elections and ordering preferences. These forecasts, which shall be non-binding, are in addition to projections provided for other stand-alone unbundled Loop types. ***11.2.17.3*** *To the extent required by Applicable Law, AT&T shall provide Verizon with information regarding the type of xDSL technology that it deploys on each shared Loop. Where any proposed change in technology is planned on a shared Loop, AT&T must provide this information to Verizon in order for Verizon to update Loop records and anticipate effects that the change may have on the voice grade service and other Loops in the same or adjacent binder groups. As described more fully in Verizon Technical Reference 72575, the xDSL technology used by AT&T for Line Share Arrangements shall operate within the Power Spectral Density (PSD) limits set forth in T1.413-1998 (ADSL), T1.419-2000 (Splitterless ADSL), or TR59-1999 (RADSL), and MVL (a proprietary technology) shall operate within the 0 to 4 kHz PSD limits of T1.413-1998 and within the transmit PSD limits of T1.601-1998 for frequencies above 4 kHz, provided that the MVL PSD associated with audible frequencies above 4 kHz shall be sufficiently attenuated to preclude significantly degrading voice services. AT&T's deployment of additional Advanced Services shall be subject to the applicable rules and regulations of the FCC.* ***11.2.17.4*** *AT&T may only access the high frequency portion of a Loop in a Line Sharing arrangement through an established Collocation*	

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
				arrangement at the Verizon Serving Wire Center that contains the End Office Switch through which voice grade service is provided to Verizon's Customer. AT&T is responsible for providing a splitter at that Wire Center that complies with ANSI specification T1.413 which employs Direct Current ("DC") blocking capacitors or equivalent technology to assist in isolating high bandwidth trouble resolution and maintenance to the high frequency portion of the frequency spectrum, and is designed so that the analog voice "dial tone" stays active when the splitter card is removed for testing or maintenance through one of the splitter options described below. AT&T is also responsible for providing its own Digital Subscriber Line Access Multiplexer ("DSLAM") equipment in the Collocation arrangement and any necessary Customer Provided Equipment ("CPE") for the xDSL service it intends to provide (including CPE splitters, filters and/or other equipment necessary for the end user to receive separate voice and data services across the shared Loop). Two splitter configurations are available. In Configuration Options 1 and 2, the splitter must be provided by AT&T and must satisfy the same NEBS requirements that Verizon imposes on its own splitter equipment or the splitter equipment of any Verizon affiliate. AT&T must designate which splitter option it is choosing on the Collocation application or augment. Regardless of whether AT&T selects Options 1 or 2, the splitter arrangements must be installed before AT&T submits an order for Line Sharing. ***Splitter Option 1: Splitter in AT&T Collocation Area*** *In this configuration, the AT&T-provided splitter (ANSI T1.413 or MVL compliant) is provided,*	

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
				installed and maintained by AT&T in its own Collocation space within the Customer's serving End Office. The Verizon-provided dial tone is routed through the splitter in the AT&T Collocation area. Any rearrangements will be the responsibility of AT&T. ***Splitter Option 2: Splitter in Verizon Area*** *In this configuration, Verizon inventories and maintains an AT&T-provided splitter (ANSI T1.413 or MVL compliant) in Verizon space within the Customer's serving End Office. The splitters will be installed shelf-at-a-time.* *In those serving End Offices where Verizon has employed the use of a Point of Termination ("POT") Bay, the splitter will be installed (mounted) in a relay rack between the POT Bay and the MDF. The demarcation point is at the splitter end of the cable connecting the AT&T Collocation and the splitter. At AT&T's option, installation of the splitter shelf may be performed by Verizon or by a Verizon-approved vendor designated by AT&T.* *In those serving End Offices where Verizon does not employ the use of a POT Bay, the AT&T-provided splitter will be located via a virtual-LIKE collocation arrangement, to which AT&T does not have access. AT&T shall receive its DSL traffic via tie cables running from the MDF to the splitter and from the splitter to AT&T's collocation arrangement. The demarcation point is the connection to the DSLAM from the splitter. The installation of the splitter shelf will be performed by Verizon or by a Verizon -*	

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
				approved vendor. *In either scenario, Verizon will control the splitter and will direct any required activity. Where a POT Bay is employed, Verizon will perform all POT Bay work required in this configuration. Verizon will provide a splitter inventory to AT&T upon completion of the required augment.* *(i) Where a new splitter is to be installed as part of an initial Collocation implementation, the splitter installation may be ordered as part of the initial Collocation application. Associated Collocation charges (application and engineering fees) apply. AT&T must submit a new Collocation application, with the application fee, to Verizon detailing its request. Standard Collocation intervals will apply (unless Applicable Law requires otherwise).* *(ii) Where a new splitter is to be installed as part of an existing Collocation arrangement, or where the existing Collocation arrangement is to be augmented (e.g., with additional terminations at the POT Bay or AT&T's collocation arrangement to support Line Sharing), the splitter installation or augment may be ordered via an application for Collocation augment. Associated Collocation charges (application and engineering fees) apply. AT&T must submit the application for Collocation augment, with the application fee, to Verizon. Unless a longer interval is stated in Verizon's applicable Tariff, an interval of seventy-six (76) business days shall apply.* ***11.2.17.5*** *In serving End Offices*	

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
				where a POT Bay has been employed for use, AT&T will have the following options for testing shared Loops: ***11.2.17.5.1*** *Under Splitter Option 1, AT&T may conduct its own physical tests of the shared Loop from AT&T's collocation area. If it chooses to do so, AT&T may supply and install a test head to facilitate such physical tests, provided that: (i) the test head satisfies the same NEBS requirements that Verizon imposes on its own test head equipment or the test head equipment of any Verizon affiliate; and (ii) the test head does not interrupt the voice circuit to any greater degree than a conventional Mechanized Loop Test ("MLT"). Specifically, the AT&T-provided test equipment may not interrupt an in-progress voice connection and must automatically restore any circuits tested in intervals comparable to MLT. This optional AT&T-provided test head would be installed between the "line" port of the splitter and the POT Bay in order to conduct remote physical tests of the shared Loop.* ***11.2.17.5.2*** *Under Splitter Option 2, either Verizon or a Verizon-approved vendor selected by AT&T may install a AT&T-provided test head to enable AT&T to conduct remote physical tests of the shared Loop. This optional AT&T-provided test head may be installed at a point between the "line" port of the splitter and the Verizon-provided test head that is used by Verizon to conduct its own Loop testing. The AT&T-provided test head must satisfy the same NEBS requirements that Verizon imposes on its own test head equipment or the test head equipment of any Verizon affiliate, and may not interrupt the voice circuit to any greater degree than a conventional MLT test. Specifically, the AT&T-provided test equipment may*	

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
				not interrupt an in-progress voice connection and must automatically restore any circuits tested in intervals comparable to MLT. Verizon will inventory, control and maintain the AT&T-provided test head, and will direct all required activity. ***11.2.17.5.3*** *Under either Splitter Option 1 or 2, if Verizon has installed its own test head, Verizon will conduct tests of the shared Loop using a Verizon-provided test head, and, upon request, will provide these test results to AT&T during normal trouble isolation procedures in accordance with reasonable procedures.* ***11.2.17.5.4*** *Under either Splitter Option 1 or 2, Verizon will make MLT access available to AT&T via RETAS after the service order has been completed. AT&T will utilize the circuit number to initiate a test This functionality will be available on October 31, 2000.* ***11.2.17.6*** *In those serving End Offices where Verizon has not employed a POT Bay for use, AT&T will not be permitted to supply its own test head; Verizon will make its testing system available to AT&T through use of the on-line computer interface test system at www.gte.com/wise. This system is available 24 hours, 7 days a week.* ***11.2.17.7*** *The Parties will continue to work cooperatively on testing procedures. To this end, in situations where AT&T has attempted to use one or more of the foregoing testing options but is still unable to resolve the error or trouble on the shared Loop, Verizon and AT&T will each dispatch a technician to an agreed-upon point at*	

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
				the Main Distribution Frame (or in exceptional cases to an agreed upon site in the field) to conduct a joint meet test to identify and resolve the error or trouble. Verizon may assess a charge for a misdirected dispatch only if the error or trouble is determined to be one that AT&T should reasonably have been able to isolate and diagnose through one of the testing options available to AT&T above. The Parties will mutually agree upon the specific procedures for conducting joint meet tests. ***11.2.17.8*** *Verizon and AT&T each have a joint responsibility to educate its Customer regarding which service provider should be called for problems with their respective voice or Advanced Service offerings. Verizon will retain primary responsibility for voice band trouble tickets, including repairing analog voice grade services and the physical line between the NID at the Customer premise and the point of demarcation in the Central Office. AT&T will be responsible for repairing advanced data services it offers over the Line Sharing arrangement. Each Party will be responsible for maintaining its own equipment. Before either Party initiates any activity on a new shared Loop that may cause a disruption of the voice or data service of the other Party's Customer, that Party shall first make a good faith effort to notify the other Party of the possibility of a service disruption. Verizon and AT&T will work together to address Customer initiated repair requests and to prevent adverse impacts to the Customer.* ***11.2.17.9*** *When Verizon provides Inside Wire maintenance services to the Customer, Verizon will only be responsible for testing and repairing the Inside Wire for voice-grade services. Verizon will not test, dispatch a technician,*	

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
				repair, or upgrade Inside Wire to clear trouble calls associated with AT&T's Advanced Services. Verizon will not repair any CPE equipment provided by AT&T. Before a trouble ticket is issued to Verizon, AT&T shall validate whether the Verizon Customer is experiencing a trouble that arises from AT&T's Advanced Service. If the problem reported is isolated to the analog voice-grade service provided by Verizon, a trouble ticket may be issued to Verizon. ***11.2.17.9.1*** *In the case of a trouble reported by the Customer on its voice-grade service, if Verizon determines the reported trouble arises from AT&T's Advanced Services equipment, splitter problems, or AT&T's activities, Verizon will:* *a) Notify AT&T and request that AT&T immediately test the trouble on AT&T's Advanced Service.* *b) If the Customer's voice grade service is so degraded that the Customer cannot originate or receive voice grade calls, and AT&T has not cleared its trouble within a reasonable time frame, Verizon may take unilateral steps to temporarily restore the Customer's voice grade service if Verizon determines in good faith that the cause of the voice interruption is AT&T's data service.* *c) Upon completion of steps (a) and (b) above, Verizon may temporarily remove the AT&T-provided splitter from the Customer's Loop and switch port if Verizon determines in good faith that the cause of the voice*	

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
				interruption is AT&T's data service. *d) Upon notification from AT&T that the malfunction in AT&T's Advanced Service has been cleared, Verizon will restore AT&T's Advanced Service by restoring the splitter on the Customer's Loop.* *e) Upon completion of the above steps, AT&T will be charged a Trouble Isolation Charge (TIC) to recover Verizon's costs of isolating and temporarily removing the malfunctioning Advanced Service from the Customer's line if the cause of the voice interruption was AT&T's data service.* *f) Verizon shall not be liable for damages of any kind for temporary disruptions to AT&T's data service that are the result of the above steps taken in good faith to restore the end user's voice-grade POTS service, and the indemnification provisions set forth in Section 24.6 shall control in such instances.* ***11.2.18*** *Line Splitting* ***11.2.18.1*** *CLECs may provide integrated voice and data services over the same Loop by engaging in "line splitting" as set forth in paragraph 18 of the FCC's Line Sharing Reconsideration Order (CC Docket Nos. 98-147, 96-98), released January 19, 2001. Any line splitting between two CLECs shall be accomplished by prior negotiated arrangement between those CLECs. To achieve a line splitting capability, CLECs may utilize existing supporting OSS to order and combine in a line splitting configuration an unbundled xDSL capable*	

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
				Loop terminated to a collocated splitter and DSLAM equipment provided by a participating CLEC, unbundled switching combined with shared transport, collocator-to-collocator connections, and available cross-connects, under the terms and conditions set forth in their Interconnection Agreement(s). The participating CLECs shall provide any splitters used in a line splitting configuration. CLECs seeking to migrate existing UNE platform configurations to a line splitting configuration using the same unbundled elements utilized in the pre-existing platform arrangement may do so consistent with such implementation schedules, terms, conditions and guidelines as are agreed upon for such migrations in the ongoing DSL Collaborative in the State of New York, NY PSC Case 00-C-0127, allowing for local jurisdictional and OSS differences.	
III-10-B-2	*Must Verizon immediately provide AT&T with the procedures it proposes to implement line splitting on a manual basis?*	*See AT&T Contract Language For III.10.A.*	***See AT&T Rationale For III.10.A***	***11.2.18.1*** *CLECs may provide integrated voice and data services over the same Loop by engaging in "line splitting" as set forth in paragraph 18 of the FCC's Line Sharing Reconsideration Order (CC Docket Nos. 98-147, 96-98), released January 19, 2001. Any line splitting between two CLECs shall be accomplished by prior negotiated arrangement between those CLECs. To achieve a line splitting capability, CLECs may utilize existing supporting OSS to order and combine in a line splitting configuration an unbundled xDSL capable Loop terminated to a collocated splitter and DSLAM equipment provided by a participating CLEC, unbundled switching combined with shared transport, collocator-to-collocator connections, and available cross-connects, under the terms and conditions set forth in their Interconnection Agreement(s). The participating CLECs shall provide any splitters used in a line splitting configuration.*	Verizon believes any disputed operation issue associated with loop qualification or line splitting should be dismissed from this arbitration. In the *Line Sharing Reconsideration Order*, the Commission urged ILECs and CLECs to work together to develop processes and systems to support the complex line splitting arrangements and the associated OSS work for line splitting, including loop qualification issues. Verizon has been doing just that by working with CLECs-including AT&T and WorldCom-- in the New York DSL Collaborative monitored by the New York Commission in Case 00-C-0127 ("New York Collaborative") to finalize the details associated with ordering,

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
				CLECs seeking to migrate existing UNE platform configurations to a line splitting configuration using the same unbundled elements utilized in the pre-existing platform arrangement may do so consistent with such implementation schedules, terms, conditions and guidelines as are agreed upon for such migrations in the ongoing DSL Collaborative in the State of New York, NY PSC Case 00-C-0127, allowing for local jurisdictional and OSS differences.	provisioning and billing when a CLEC wants to provide line splitting. All issues disputed between Verizon and AT&T relating to line splitting, including loop qualification, are being addressed in that collaborative, and Verizon's contract language incorporates the results of that collaborative by reference. AT&T should not be allowed to circumvent the Commission's recommended forum for addressing these issues through arbitration. Verizon's proposed contract language will implement line splitting throughout the footprint, as required by law, for AT&T and WorldCom in Virginia consistent with the service descriptions, procedures and timelines agreed upon in the New York Collaborative. This is the same process and procedure Verizon intends to adopt in Massachusetts and Pennsylvania. Finally, Verizon is unclear as to what "procedures" AT&T seeks. If AT&T seeks the service descriptions Verizon intends to implement in Virginia, it has those very procedures-- and indeed participated in their development-- through the New York Collaborative.
III-10-B-3	*Must Verizon implement electronic OSS, that are uniform with regards to carrier interface requirements, to implement*	*See AT&T Contract Language For III.10.A.*	***See AT&T Rationale For III.10.A***	***11.2.18.1*** *CLECs may provide integrated voice and data services over the same Loop by engaging in "line splitting" as set forth in paragraph 18 of the FCC's Line Sharing Reconsideration Order (CC Docket Nos. 98-147, 96-98), released January 19,*	Verizon believes any disputed operation issue associated with loop qualification or line splitting should be dismissed from this arbitration.

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
	line splitting contemporaneously with its implementation of such capabilities in New York, but in no event later than January 2002?			*2001. Any line splitting between two CLECs shall be accomplished by prior negotiated arrangement between those CLECs. To achieve a line splitting capability, CLECs may utilize existing supporting OSS to order and combine in a line splitting configuration an unbundled xDSL capable Loop terminated to a collocated splitter and DSLAM equipment provided by a participating CLEC, unbundled switching combined with shared transport, collocator-to-collocator connections, and available cross-connects, under the terms and conditions set forth in their Interconnection Agreement(s). The participating CLECs shall provide any splitters used in a line splitting configuration. CLECs seeking to migrate existing UNE platform configurations to a line splitting configuration using the same unbundled elements utilized in the pre-existing platform arrangement may do so consistent with such implementation schedules, terms, conditions and guidelines as are agreed upon for such migrations in the ongoing DSL Collaborative in the State of New York, NY PSC Case 00-C-0127, allowing for local jurisdictional and OSS differences.*	In the *Line Sharing Reconsideration Order*, the Commission urged ILECs and CLECs to work together to develop processes and systems to support the complex line splitting arrangements and the associated OSS work for line splitting, including loop qualification issues. Verizon has been doing just that by working with CLECs-including AT&T and WorldCom-- in the New York DSL Collaborative monitored by the New York Commission in Case 00-C-0127 ("New York Collaborative") to finalize the details associated with ordering, provisioning and billing when a CLEC wants to provide line splitting. All issues disputed between Verizon and AT&T relating to line splitting, including loop qualification, are being addressed in that collaborative, and Verizon's contract language incorporates the results of that collaborative by reference. AT&T should not be allowed to circumvent the Commission's recommended forum for addressing these issues through arbitration. Verizon's proposed contract language will implement line splitting throughout the footprint, as required by law, for AT&T and WorldCom in Virginia consistent with the service descriptions, procedures and timelines agreed upon in the New York Collaborative. This is the same process and procedure Verizon intends to adopt in Massachusetts and Pennsylvania.

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
III-10-B-4	*Must Verizon provide automated access to all loop qualification data to AT&T simultaneously with providing automated access to itself or any other carrier, including non-discriminatory treatment with regard to planning and implementation activities preceding delivery of the automated access?*	*See AT&T Contract Language For III.10.A.*	***See AT&T Rationale For III.10.A***	*11.2.12.2 The following ordering procedures shall apply to the Digital Designed Loops (Section 11.2.9.2, Items A-H):* *A. AT&T shall place orders for Digital Designed Loops by delivering to Verizon a valid electronic transmittal service order or other mutually agreed upon type of service order. Such service order shall be provided in accordance with industry format and specifications or such format and specifications as may be agreed to by the Parties.* *B. Verizon is in the process of conducting a mechanized survey of existing Loop facilities, on a Central Office by Central Office basis, to identify those Loops that meet the applicable technical characteristics established by Verizon for compatibility with ADSL, HDSL, SDSL, IDSL and ISDN signals. The results of this mechanized survey will be stored in a mechanized database that is made available to AT&T on a non-discriminatory basis. AT&T may utilize this mechanized loop qualification database, where available, in advance of submitting a valid electronic transmittal service order for an ADSL, HDSL, SDSL, IDSL or ISDN Loop; provided, however, AT&T shall request manual loop qualification or an Engineering Query if the mechanized loop qualification database is not available or if AT&T chooses not to utilize such database. Charges for mechanized loop qualification information, Engineering Query, and manual loop qualification are set forth in Exhibit A.* *C. If the Loop is not listed in the mechanized database described in section (B) above, AT&T must request either a manual loop*	Verizon believes any disputed operation issue associated with loop qualification or line splitting should be dismissed from this arbitration. In the *Line Sharing Reconsideration Order*, the Commission urged ILECs and CLECs to work together to develop processes and systems to support the complex line splitting arrangements and the associated OSS work for line splitting, including loop qualification issues. Verizon has been doing just that by working with CLECs-including AT&T and WorldCom-- in the New York DSL Collaborative monitored by the New York Commission in Case 00-C-0127 ("New York Collaborative") to finalize the details associated with ordering, provisioning and billing when a CLEC wants to provide line splitting. All issues disputed between Verizon and AT&T relating to line splitting, including loop qualification, are being addressed in that collaborative, and Verizon's contract language incorporates the results of that collaborative by reference. AT&T should not be allowed to circumvent the Commission's recommended forum for addressing these issues through arbitration. Verizon's proposed contract language will implement line splitting throughout the footprint, as required by law, for AT&T and WorldCom in Virginia consistent with the service descriptions, procedures and timelines agreed upon in the New York

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
				qualification or Engineering Query prior to or in conjunction with submitting a valid electronic service order for an ADSL, HDSL, SDSL, IDSL or BRI ISDN Loop. The rates for manual loop qualification and Engineering Query are set forth in Exhibit A. If the Loop requires qualification manually or through an Engineering Query, three (3) business days (or a shorter period if required under Applicable Law) following receipt of AT&T's valid and accurate request will be generally required before a FOC or a query can be issued to AT&T with the Loop qualification results. Verizon may require additional time to complete the Engineering Query where there are poor record conditions, spikes in demand or other unforeseen events, unless such additional time is not permitted pursuant to an effective Commission order. *D. If the query to the mechanized loop qualification database or if the manual loop qualification indicates that a Loop does not qualify (e.g., because it does not meet the applicable technical parameters set forth in the Loop descriptions above), AT&T may request an Engineering Query to obtain more information regarding the characteristics of the loop itself. Subject to the terms herein, including but not limited to Section 11.2.12.2(C) above, Verizon will respond to an Engineering Query with information from Verizon cable records such as amount and location of bridged taps, number and location of load coils, location of digital loop carrier, or cable gauge at specific locations.* *E. If AT&T submits a service order for an ADSL, HDSL, SDSL, IDSL or BRI ISDN Loop that has not been prequalified as required in*	Collaborative. This is the same process and procedure Verizon intends to adopt in Massachusetts and Pennsylvania.

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
				accordance with subsection 11.2.12.2(B) above, Verizon will query the service order back to AT&T for qualification and will not accept such service order until the Loop has been so prequalified (i.e. manual, mechanized, or engineering query). If AT&T submits a service order for an ADSL, HDSL, SDSL, IDSL or BRI ISDN Loop that is, in fact, found not to be compatible with such services in its existing condition, Verizon will respond back to AT&T with a "Nonqualified" indicator and with information showing whether the non-qualified result is due to the presence of load coils, presence of digital loop carrier, or loop length (including bridged tap). *F. Where AT&T has followed the manual or mechanized prequalification procedure described above resulting in the determination that a Loop is not compatible with ADSL, HDSL, SDSL, IDSL or BRI ISDN service in its existing condition (e.g., the results of the manual or mechanized prequalification query indicate that a Loop does not qualify due to factors such as the presence of load coils, presence of digital loop carrier, loop length (including bridged tap) or for any other reason that may be revealed through loop qualification), AT&T, together with its order or prior to submitting an order for service, may request an Engineering Query to determine whether conditioning may make the Loop compatible with the applicable service; or if AT&T is already aware of the conditioning required (e.g., where AT&T has previously requested a manual loop qualification or an Engineering Query), AT&T may submit a service order for a Digital Designed Loop. Verizon will undertake to condition or extend the Loop in accordance with this Section 11.2.9 upon receipt of AT&T's valid, accurate and pre-qualified service order for a Digital Designed*	

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
				Loop. ***11.2.17.2*** *The following ordering procedures shall apply to Line Sharing:* *(i) To determine whether a Loop qualifies for Line Sharing, the Loop must first be prequalified to determine if it is xDSL compatible. AT&T must utilize the mechanized or manual Loop qualification processes described in the terms applicable to Digital Designed Loops, as referenced in paragraph (v) below, to make this determination.* *(ii) AT&T shall place orders for Line Sharing by delivering to Verizon a valid electronic transmittal service order or other mutually agreed upon type of service order. Such service order shall be provided in accordance with industry format and specifications or such format and specifications as may be agreed to by the Parties.* *(iii) If the Loop is prequalified by AT&T through the Loop prequalification database, and if a positive response is received and followed by receipt of AT&T's valid, accurate and pre-qualified service order for Line Sharing, Verizon will return an LSR Confirmation within twenty-four (24) hours (weekends and holidays excluded) for LSRs with less than six (6) loops and within 72 hours (weekends and holidays excluded) for LSRs with six (6) or more loops, unless a different interval is ordered by the Commission.* *(iv) If the Loop requires qualification manually or through an*	

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
				Engineering Query, three (3) additional business days will generally be required to obtain Loop qualification results before an LSR Confirmation can be returned following receipt of AT&T's valid, accurate request. Verizon may require additional time to complete the Engineering Query where there are poor record conditions, spikes in demand, or other unforeseen events, unless such additional time is not permitted pursuant to an effective Commission order. *(v) If conditioning is required to make a Loop capable of supporting Line Sharing and AT&T orders such conditioning, then Verizon shall provide such conditioning in accordance with the terms of this Agreement pertaining to Digital Designed Loops; provided, however, that Verizon shall not be obligated to provide Loop conditioning if Verizon establishes that such conditioning is likely to degrade significantly the voice-grade service being provided to Verizon's Customers over such Loops.* *(vi) The standard Loop provisioning and installation process will be initiated for the Line Sharing arrangement only once the requested engineering and conditioning tasks have been completed on the Loop. Scheduling changes and charges associated with order cancellations after conditioning work has been initiated are addressed in the terms pertaining to Digital Designed Loops, as referenced in paragraph (v) above. Except as otherwise required by Applicable Law, the standard provisioning interval for Line Sharing shall be three (3) business days. In no event shall the Line Sharing interval applied to AT&T be longer than the interval applied to any affiliate of Verizon. Line Sharing*	

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
				arrangements that require pair swaps or line and station transfers in order to free up facilities will have a provisioning interval of not less than six (6) business days. *(vii) AT&T must provide all required Collocation, CFA, SBN and NC/NCI information when a Line Sharing Arrangement is ordered. Collocation augments required, either at the POT Bay, Collocation node, or for splitter placement must be ordered using standard collocation applications and procedures, unless otherwise agreed to by the Parties or specified in this Agreement.* *(viii) The Parties recognize that Line Sharing is an offering that requires both Parties to make reasonable efforts to coordinate their respective roles in the roll out of Line Sharing in order to minimize provisioning problems and facility issues. AT&T will provide reasonable, timely, and accurate forecasts of its Line Sharing requirements, including splitter placement elections and ordering preferences. These forecasts, which shall be non-binding, are in addition to projections provided for other stand-alone unbundled Loop types.*	
III-10-B-5	*Can Verizon require AT&T to pre-qualify a loop for xDSL functionality?*	*See AT&T Contract Language For III.10.A.*	***See AT&T Rationale For III.10.A***	***11.2.12.2*** *The following ordering procedures shall apply to the Digital Designed Loops (Section 11.2.9.2, Items A-H):* *A. AT&T shall place orders for Digital Designed Loops by delivering to Verizon a valid electronic transmittal service order or other mutually agreed upon type of service order. Such service order shall be provided in accordance with*	Verizon believes any disputed operation issue associated with loop qualification or line splitting should be dismissed from this arbitration. In the *Line Sharing Reconsideration Order*, the Commission urged ILECs and CLECs to work together to develop processes and systems to support the complex line

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
				industry format and specifications or such format and specifications as may be agreed to by the Parties. *B. Verizon is in the process of conducting a mechanized survey of existing Loop facilities, on a Central Office by Central Office basis, to identify those Loops that meet the applicable technical characteristics established by Verizon for compatibility with ADSL, HDSL, SDSL, IDSL and ISDN signals. The results of this mechanized survey will be stored in a mechanized database that is made available to AT&T on a non-discriminatory basis. AT&T may utilize this mechanized loop qualification database, where available, in advance of submitting a valid electronic transmittal service order for an ADSL, HDSL, SDSL, IDSL or ISDN Loop; provided, however, AT&T shall request manual loop qualification or an Engineering Query if the mechanized loop qualification database is not available or if AT&T chooses not to utilize such database. Charges for mechanized loop qualification information, Engineering Query, and manual loop qualification are set forth in Exhibit A.* *C. If the Loop is not listed in the mechanized database described in section (B) above, AT&T must request either a manual loop qualification or Engineering Query prior to or in conjunction with submitting a valid electronic service order for an ADSL, HDSL, SDSL, IDSL or BRI ISDN Loop. The rates for manual loop qualification and Engineering Query are set forth in Exhibit A. If the Loop requires qualification manually or through an Engineering Query, three (3) business days (or a shorter period if required under Applicable Law) following receipt of AT&T's valid and accurate*	splitting arrangements and the associated OSS work for line splitting, including loop qualification issues. Verizon has been doing just that by working with CLECs-including AT&T and WorldCom-- in the New York DSL Collaborative monitored by the New York Commission in Case 00-C-0127 ("New York Collaborative") to finalize the details associated with ordering, provisioning and billing when a CLEC wants to provide line splitting. All issues disputed between Verizon and AT&T relating to line splitting, including loop qualification, are being addressed in that collaborative, and Verizon's contract language incorporates the results of that collaborative by reference. AT&T should not be allowed to circumvent the Commission's recommended forum for addressing these issues through arbitration. Verizon's proposed contract language will implement line splitting throughout the footprint, as required by law, for AT&T and WorldCom in Virginia consistent with the service descriptions, procedures and timelines agreed upon in the New York Collaborative. This is the same process and procedure Verizon intends to adopt in Massachusetts and Pennsylvania.

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
				request will be generally required before a FOC or a query can be issued to AT&T with the Loop qualification results. Verizon may require additional time to complete the Engineering Query where there are poor record conditions, spikes in demand or other unforeseen events, unless such additional time is not permitted pursuant to an effective Commission order. *D. If the query to the mechanized loop qualification database or if the manual loop qualification indicates that a Loop does not qualify (e.g., because it does not meet the applicable technical parameters set forth in the Loop descriptions above), AT&T may request an Engineering Query to obtain more information regarding the characteristics of the loop itself. Subject to the terms herein, including but not limited to Section 11.2.12.2(C) above, Verizon will respond to an Engineering Query with information from Verizon cable records such as amount and location of bridged taps, number and location of load coils, location of digital loop carrier, or cable gauge at specific locations.* *E. If AT&T submits a service order for an ADSL, HDSL, SDSL, IDSL or BRI ISDN Loop that has not been prequalified as required in accordance with subsection 11.2.12.2(B) above, Verizon will query the service order back to AT&T for qualification and will not accept such service order until the Loop has been so prequalified (i.e. manual, mechanized, or engineering query). If AT&T submits a service order for an ADSL, HDSL, SDSL, IDSL or BRI ISDN Loop that is, in fact, found not to be compatible with such services in its existing condition, Verizon will respond back to AT&T with a "Nonqualified"*	

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
				indicator and with information showing whether the non-qualified result is due to the presence of load coils, presence of digital loop carrier, or loop length (including bridged tap). *F. Where AT&T has followed the manual or mechanized prequalification procedure described above resulting in the determination that a Loop is not compatible with ADSL, HDSL, SDSL, IDSL or BRI ISDN service in its existing condition (e.g., the results of the manual or mechanized prequalification query indicate that a Loop does not qualify due to factors such as the presence of load coils, presence of digital loop carrier, loop length (including bridged tap) or for any other reason that may be revealed through loop qualification), AT&T, together with its order or prior to submitting an order for service, may request an Engineering Query to determine whether conditioning may make the Loop compatible with the applicable service; or if AT&T is already aware of the conditioning required (e.g., where AT&T has previously requested a manual loop qualification or an Engineering Query), AT&T may submit a service order for a Digital Designed Loop. Verizon will undertake to condition or extend the Loop in accordance with this Section 11.2.9 upon receipt of AT&T's valid, accurate and pre-qualified service order for a Digital Designed Loop.* ***11.2.17.2*** *The following ordering procedures shall apply to Line Sharing:* *(i) To determine whether a Loop qualifies for Line Sharing, the Loop must first be prequalified to determine if it is xDSL compatible. AT&T must utilize the mechanized*	

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
				or manual Loop qualification processes described in the terms applicable to Digital Designed Loops, as referenced in paragraph (v) below, to make this determination. *(ii) AT&T shall place orders for Line Sharing by delivering to Verizon a valid electronic transmittal service order or other mutually agreed upon type of service order. Such service order shall be provided in accordance with industry format and specifications or such format and specifications as may be agreed to by the Parties.* *(iii) If the Loop is prequalified by AT&T through the Loop prequalification database, and if a positive response is received and followed by receipt of AT&T's valid, accurate and pre-qualified service order for Line Sharing, Verizon will return an LSR Confirmation within twenty-four (24) hours (weekends and holidays excluded) for LSRs with less than six (6) loops and within 72 hours (weekends and holidays excluded) for LSRs with six (6) or more loops, unless a different interval is ordered by the Commission.* *(iv) If the Loop requires qualification manually or through an Engineering Query, three (3) additional business days will generally be required to obtain Loop qualification results before an LSR Confirmation can be returned following receipt of AT&T's valid, accurate request. Verizon may require additional time to complete the Engineering Query where there are poor record conditions, spikes in demand, or other unforeseen events, unless such additional time is not permitted*	

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
				pursuant to an effective Commission order. *(v) If conditioning is required to make a Loop capable of supporting Line Sharing and AT&T orders such conditioning, then Verizon shall provide such conditioning in accordance with the terms of this Agreement pertaining to Digital Designed Loops; provided, however, that Verizon shall not be obligated to provide Loop conditioning if Verizon establishes that such conditioning is likely to degrade significantly the voice-grade service being provided to Verizon's Customers over such Loops.* *(vi) The standard Loop provisioning and installation process will be initiated for the Line Sharing arrangement only once the requested engineering and conditioning tasks have been completed on the Loop. Scheduling changes and charges associated with order cancellations after conditioning work has been initiated are addressed in the terms pertaining to Digital Designed Loops, as referenced in paragraph (v) above. Except as otherwise required by Applicable Law, the standard provisioning interval for Line Sharing shall be three (3) business days. In no event shall the Line Sharing interval applied to AT&T be longer than the interval applied to any affiliate of Verizon. Line Sharing arrangements that require pair swaps or line and station transfers in order to free up facilities will have a provisioning interval of not less than six (6) business days.* *(vii) AT&T must provide all required Collocation, CFA, SBN and NC/NCI information when a Line Sharing*	

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
				Arrangement is ordered. Collocation augments required, either at the POT Bay, Collocation node, or for splitter placement must be ordered using standard collocation applications and procedures, unless otherwise agreed to by the Parties or specified in this Agreement. *(viii) The Parties recognize that Line Sharing is an offering that requires both Parties to make reasonable efforts to coordinate their respective roles in the roll out of Line Sharing in order to minimize provisioning problems and facility issues. AT&T will provide reasonable, timely, and accurate forecasts of its Line Sharing requirements, including splitter placement elections and ordering preferences. These forecasts, which shall be non-binding, are in addition to projections provided for other stand-alone unbundled Loop types.*	
III-10-B-5-a	*If AT&T elects not to pre-qualify a loop and the loop is not currently being used to provide services in the HFS, but was previously used to provide a service in the HFS, should Verizon be liable if the loop fails to meet the operating parameter of a qualified loop?*	*See AT&T Contract Language For III.10.A.*	***See AT&T Rationale For III.10.A***	***11.2.12.2*** *The following ordering procedures shall apply to the Digital Designed Loops (Section 11.2.9.2, Items A-H):* *A. AT&T shall place orders for Digital Designed Loops by delivering to Verizon a valid electronic transmittal service order or other mutually agreed upon type of service order. Such service order shall be provided in accordance with industry format and specifications or such format and specifications as may be agreed to by the Parties.* *B. Verizon is in the process of conducting a mechanized survey of existing Loop facilities, on a Central Office by Central Office basis, to identify those Loops that meet the applicable technical characteristics established by Verizon for*	Verizon believes any disputed operation issue associated with loop qualification or line splitting should be dismissed from this arbitration. In the *Line Sharing Reconsideration Order*, the Commission urged ILECs and CLECs to work together to develop processes and systems to support the complex line splitting arrangements and the associated OSS work for line splitting, including loop qualification issues. Verizon has been doing just that by working with CLECs-including AT&T and WorldCom-- in the New York DSL Collaborative monitored by the New York Commission in Case 00-C-0127 ("New York Collaborative") to

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).